

**TOWN OF NEW LEBANON
RESOLUTION #XX, 2024
RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF AGREEMENT
(MOA) WITH TEAMSTERS LOCAL 294
AUGUST 13, 2024**

At the Regular Monthly Meeting of the New Lebanon Town Board, held at the New Lebanon Town Hall, 14755 NYS Route 22, New Lebanon, New York, duly called and held on the 13th day of August 2024, the following Resolution was proposed and seconded:

Resolution by _____

Seconded by _____

**RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM
OF AGREEMENT (MOA) WITH TEAMSTERS LOCAL 294**

WHEREAS, the Town of New Lebanon entered into a Collective Bargaining Agreement with Teamsters Local 294 (the "Union") with a term of April 12, 2022 through December 31, 2024; and

WHEREAS, the Town of New Lebanon has negotiated a Memorandum of Agreement (MOA) with the Union to modify the terms of the previous Collective Bargaining Agreement; and

WHEREAS, the MOA is on file with the Clerk's Office of the Town of New Lebanon and is annexed to this Resolution; and

WHEREAS, among other provisions, the MOA provides for a three (3) year contract term of January 1, 2025, through December 31, 2027; and

NOW THEREFORE, LET IT BE RESOLVED, that the Town Board hereby approves the necessary funding for the implementation of the provisions of the MOA; and

LET IT FURTHER BE RESOLVED, that the Town Supervisor of the Town of New Lebanon is hereby authorized to sign the Memorandum of Agreement between the Town of New Lebanon and Teamsters Local 294, which is annexed to this Resolution and to take all necessary steps to implement the terms of same.

Upon the question of the foregoing Resolution, the following Town Board Members voted "Aye" or "Nay" for said Resolution:

Roll Call Vote:

Councilmember Steve Powers	_____
Councilmember Elizabeth Kroboth	_____
Supervisor Tistrya Houghtling	_____
Councilmember Susan Tipograph	_____
Councilmember Craig Skerkis	_____

The Resolution, having been approved by a majority vote of the Town Board, was declared duly adopted by the Supervisor of the Town of New Lebanon.

Dated: August 13, 2024

Marcie Robertson
New Lebanon Town Clerk

MEMORANDUM OF AGREEMENT

By and Between

THE TOWN OF NEW LEBANON

and

TEAMSTERS LOCAL 294,
*Affiliated with International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America*

WHEREAS, the TOWN OF NEW LEBANON (hereinafter referred to as the "Town" or "Employer") and the TEAMSTERS LOCAL 294, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as "Local 294" or "Union") are parties to an Agreement for the term April 13, 2022 through December 31, 2024 ("Agreement"); and

WHEREAS, the parties have met and negotiated a new Agreement with modifications that will be effective as of January 1, 2025;

NOW, as and for a Memorandum of Agreement ("MOA"), the parties hereto agree as follows:

1. **Article 30 - Duration Clause** shall be amended as follows: This Agreement shall be in force and effect from January 1, 2025 to December 31, 2027.
2. **Article 3, Section E, Probationary Period** shall be amended to read as follows: Any Employee hired on or after June 1, 2024 shall serve a fifty-two (52) week probationary period.
3. **Article 8 -- Job Duties and Classifications** shall be amended to add Section C, which shall provide: The Town will fully cover any expense incurred by an employee required to obtain a NYS DOT physical, to the extent such physical is not covered by the employee's health insurance. Employees shall be paid for said time taken to obtain the examination if such examination occurs during normal work hours. If as a result of the examination additional treatment or exams are required, they shall be sole responsibility of the employee.
4. **Article 11, Sick Leave** shall have the following definition added as a new subsection following sub-section 1, and with all other subsections appropriately renumbered.

Sick leave shall be defined as an employee using time for the following reasons:

1. For a mental or physical illness, injury, or health condition of such employee or such employee's family member, regardless of whether such illness, injury, or health

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condition has been diagnosed or requires medical care at the time that such employee requests such leave;

2. For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, such employee or such employee's family member; or
3. For an absence from work when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
 - a. to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - b. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - c. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - d. to file a complaint or domestic incident report with law enforcement;
 - e. to meet with a district attorney's office;
 - f. to enroll children in a new school; or
 - g. to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

For purposes of the sick leave policy, the following terms are defined as follows:

- "Family member" includes an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner.
 - "Parent" refers to a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
 - "Child" includes a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.
5. **Article 16 – Health Insurance (A) Eligibility-** The first sentence shall be amended as indicated: Full-time employees who have worked ninety (90) days that have worked a full calendar month shall be eligible on the first day of the month following are eligible to elect coverage for themselves and their dependents in the Town's group medical plan.
 6. **Article 17, Retiree Health Insurance, Paragraph 5 –** The paragraph shall be amended to include at the end of the paragraph the following language:



i. An employee that has retired from the Town with a minimum of twenty (20) years, the Town shall provide up to \$150.00 monthly contribution for a single person, Medicare Advantage/supplemental plan. The Town shall not be obligated to provide a plan, merely provide reimbursement.

Additionally

7. **Article 19 – Wages, Subsection A** shall be amended as follows:

Job Title	1/1/2025	1/1/2026 3.5%	1/1/2027 3.5%
Working Foreperson	\$28.35	\$29.34	\$30.37
Highway Equipment Mechanic	\$27.50	\$28.46	\$29.46
Senior MEO	\$27.00	\$27.95	\$28.92
MEO	\$26.00	\$26.91	\$27.85
Skilled Laborer	\$22.00	\$22.77	\$23.57
Laborer	\$21.00	\$21.74	\$22.50
PT Laborer	\$20.50	\$21.22	\$21.96

8. **Article 19, Wages, Subsection B (1):** Shall be deleted in its entirety and replaced with the following language:

Any part-time MEO shall be paid \$2.00 less per hour than a full time MEO.

9. **Article 19, Wages, Subsection B (2):** Shall be deleted in its entirety and replaced with the following language:

- Any part-time MEO, hired on or before June 1, 2024 that performs work shall be paid \$25.00 per hour beginning 2025, beginning January 1, 2027 no less than the wages set forth in subsection B(1) above.

10. **Article 19, Wages, Subsection B (3):** Shall be deleted in its entirety and replaced with the following language:

The rates for Part-MEOs within the above ranges shall be set by the Highway Superintendent and he shall have the ability to provide raises to Part-time MEOs within his discretion so long as such raises are within these ranges.

11. **Article 19, Wages, Subsection B (5):** Shall be deleted in its entirety and replaced with the following language:

In order to ensure the integrity of the unit and the security of full-time employees, the Town may utilize part-time employees, up to an annual maximum per employee of five hundred (500) hours

IT IS FURTHER HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, THAT REQUIRES LEGISLATIVE ACTION BY THE TOWN BOARD TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BE EFFECTIVE UNTIL SUCH APPROVAL IS GIVEN.

Dated: 7/19/24

TOWN OF NEW LEBANON
By: Tistrya Houghtling
Tistrya Houghtling, Town Supervisor

Dated: 7/19/24

By: Elizabeth Kroboth
Elizabeth Kroboth, Councilwoman

TEAMSTERS LOCAL 294

Dated: _____

By: Thomas Quackenbush
Thomas Quackenbush, President

Dated: 7-17-24

By: Michael Degano
Michael Degano, Business Agent